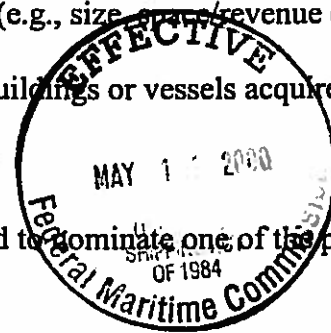
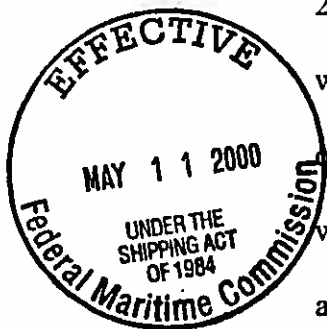


standard operating capacities not to exceed 8000 TEU's.

- (b) Agree upon the sailing patterns, ports to be called, vessel itineraries, the number, frequency, and character of sailings at ports, transit times, and all other matters related to the scheduling and coordination of vessels;
- (c) Agree upon the chartering, hiring, establishment, use, scheduling and coordination of transshipment, barge and feeder services, in conjunction with linehaul vessel operations hereunder;
- (d) Agree upon the chartering of vessels by one or more parties for use in operations hereunder, or the chartering of vessels among the parties;
- (e) Coordinate and agree to provide advance notice and agree upon other terms and conditions with respect to a party's withdrawal of a vessel(s) or its introduction of substitute or replacement vessels or newbuildings in the Trade;
- (f) Consult and agree upon the building of new vessels and/or the acquisition of existing vessels by a party or parties and the characteristics (e.g., size, space/revenue capacity, speed, configuration, delivery date) of vessel newbuildings or vessels acquired from third parties; and
- (g) Agree to provide or charter vessel(s) jointly and to dominate one of the parties to charter and/or operate each such vessel.

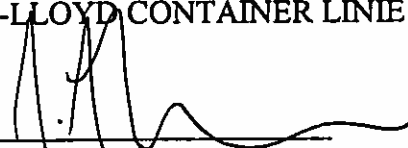
2. Cross Chartering. Agree to ship loaded or empty containers (including containers which they own, lease, control or receive from third parties) and noncontainerized cargo, on their own vessels and on each other's vessels, or on the vessels of third parties from which one or more of the parties charter space. In furtherance of this, the parties are authorized to exchange or allocate space, expressed in numbers of container



SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereby agree this 18th day of April, 2000 to amend this Agreement as per the attached pages and to file same with the U.S. Federal Maritime Commission.


HAPAG-LLOYD CONTAINER LINE GMBH

BY 

Name Jeffrey F. Lawrence

Title Attorney-in-fact

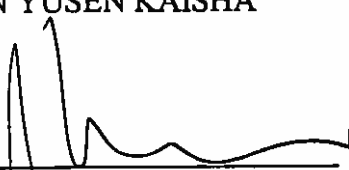
P&O NEDLLOYD LIMITED

BY 

Name Neal M. Mayer

Title Attorney-in-fact

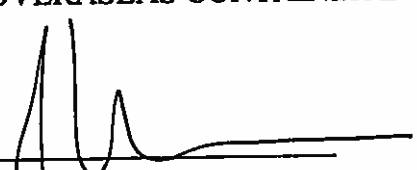
NIPPON YUSEN KAISHA

BY 

Name Jeffrey F. Lawrence

Title Attorney-in-fact

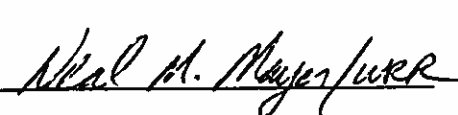
ORIENT OVERSEAS CONTAINER LINE
INC.

BY 

Name Jeffrey F. Lawrence

Title Attorney-in-fact

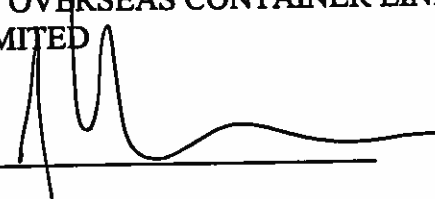
P&O NEDLLOYD B.V.

BY 

Name Neal M. Mayer

Title Attorney-in-fact

ORIENT OVERSEAS CONTAINER LIN
(UK) LIMITED

BY 

Name Jeffrey F. Lawrence

Title Attorney-in-fact

